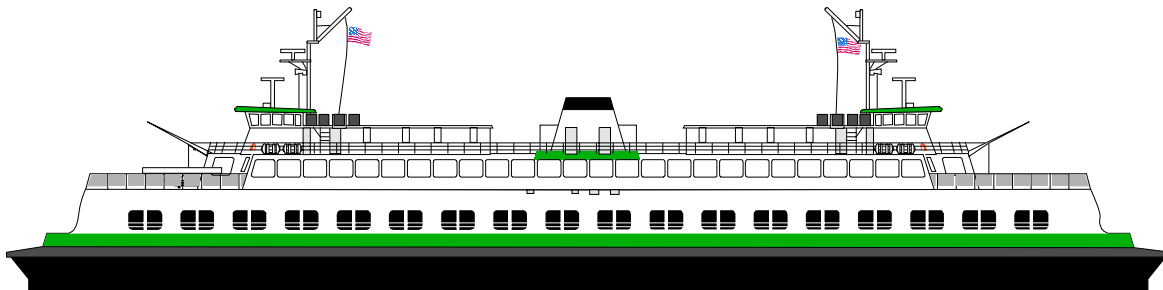


CONTRACT



WASHINGTON STATE FERRIES

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION

INVITATION FOR BIDS

M. V. TILLIKUM DOCKSIDE PRESERVATION

CONTRACT NO. 00-7110

US FTA #WA – 03 - 0222

US FTA #WA – 90 - X364

DTSA 20-03-G0115

CONTRACT

MARCH 2006

WASHINGTON STATE FERRIES

M.V. TILLIKUM DOCKSIDE PRESERVATION

CONTRACT NO. 00-7110

THIS CONTRACT is made and entered into this ____ day of _____ 2006, by and between **WASHINGTON STATE FERRIES**, a division of the Washington State Department of Transportation (hereinafter called "**WSF**"), and _____ (hereinafter called the "**CONTRACTOR**").

WITNESS:

In consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto agree as follows:

I. SCOPE OF WORK

The **CONTRACTOR** shall do all Contract work, including any Change Order work, and shall furnish all tools, materials, and equipment for the **M.V. Tillikum Dockside Preservation Contract No. 00-7110** (the "Contract") in accordance with and as described in the Contract documents, including, but not limited to: (i) the project plans, Special Provisions and Technical Specifications, and (ii) the currently effective Standard Specifications for Road, Bridge and Municipal Construction of the Washington State Department of Transportation. All of these documents are by this reference incorporated herein and made a part hereof.

The **CONTRACTOR** shall provide and bear the expense of all materials, equipment, and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Contract, except those items mentioned herein to be furnished by **WSF**.

II. PAYMENT

WSF hereby promises and agrees with the **CONTRACTOR** to employ, and does employ the **CONTRACTOR** to provide the materials, equipment, and labor, and to do and cause to be done the above-described work and to complete and finish the same according to the Contract documents, and hereby contracts to pay for the same according to the Contract documents at the time and in the manner provided for in this Contract.

III. ASSIGNS AND SUCCESSORS

The **CONTRACTOR** binds its heirs, executors, administrators, successors and assigns to fully perform all the duties agreed to herein by the **CONTRACTOR**.

IV. LIABILITY

No liability shall attach to **WSF** by reason of entering into this Contract, except as provided herein.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Contract on the day and year first written above.

WASHINGTON STATE FERRIES
Washington State Department of Transportation

BY: _____
W. Michael Anderson
Executive Director

DATE: _____

CONTRACTOR

BY: _____

TITLE: _____

DATE: _____